

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re: Samuel A. Mosley

Case No. 17-13261-mdc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: YvetteWD Page 1 of 1 Date Rcvd: Feb 15, 2018 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 17, 2018.

db +Samuel A. Mosley, 6164 Lindbergh Blvd, Philadelphia, PA 19142-3414

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

Debtor

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 17, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 15, 2018 at the address(es) listed below:

ALBERT JAMES MILLAR on behalf of Creditor PA Dept of Revenue RA-occbankruptcy3@state.pa.us, RA-occbankruptcy6@state.pa.us
KEVIN G. MCDONALD on behalf of Creditor U.S. ROF III Legal Title Trust 2015-1, by U.S. Bank

National Association, as Legal Title Trustee KMcDonald@blankrome.com MATTEO SAMUEL WEINER on behalf of Creditor U.S. ROF III Legal Title Trust 2015-1, by U.S.

MATTEO SAMUEL WEINER on behalf of Creditor U.S. ROF III Legal Title Trust 2015-1, by U.S. Bank National Association, as Legal Title Trustee bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor U.S. ROF III Legal Title Trust 2015-1, by U.S. Bank National Association, as Legal Title Trustee bkgroup@kmllawgroup.com

ROBERT NEIL BRAVERMAN on behalf of Debtor Samuel A. Mosley robert@bravermanlaw.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

United States Trustee USTPRegionU3.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Samuel A. Mosley	Delega	CHAPTER 13
	<u>Debtor</u>	
Specialized Loan Servicing for U.S. ROF III Legal Titl U.S. Bank National Associa Title Trustee	e Trust 2015-1, by	NO. 17-13261 MDC
vs. Samuel A. Mosley	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller, Esq.	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,158.86, which breaks down as follows:

Post-Petition Payments:

August 1, 2017 through January 1, 2018 at

\$859.81/month

Total Post-Petition Arrears

\$5,158.86

- 2. The Debtor shall cure the aforesaid arrearage in the following manner:
- a). Within seven (7) days of the Court Order approving of and/or granting this stipulation, Debtor shall file an Amended Chapter 13 Plan that provides for payment of the post-petition arrears of \$5,158.86 through the Plan, in addition to the pre-petition arrears;
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$5,158.86 plus the pre-petition arrears;
- c). The 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due February 1, 2018 and continuing thereafter, Debtor shall maintain, and pay when due, the regular contractual post-petition

monthly mortgage payment of \$859.81 (or as adjusted under the terms of the mortgage), which payment is due on or before the first (1st) day of each month (with late charges assessed after the 15th of the month).

- 4. Should Debtor provide sufficient proof of payments made (front & back copies of cancelled checks and/or money orders), but not credited, Movant shall adjust the account accordingly.
- 5. In the event that the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court, upon which the Court shall enter an Order granting Movant relief from the automatic stay as to the mortgaged property, and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which the parties hereby agree to waive with respect to said Order. The Order shall be in the form set forth in the proposed order filed by Movant with its instant Motion for Relief, or in a form substantially similar. ("Movant" in this paragraph and hereinafter refers to Movant or any of its successors or assignees, should the claim be assigned or transferred.)
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees

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Case No. 17-13261 MDC

signature.

Stipulation

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and costs, due under the terms of the mortgage, loan documents and related agreements, and applicable law.

9. The parties agree that a facsimile signature shall be considered an original

Date: January 22, 2018

By: /s/ Kevin G. McDonald, Esquire

Kevin G. McDonald, Esquire

KML Law Group, P.C.

701 Market Street, Suite 5000 Philadelphia, PA 19106-1532

(215) 627-1322 FAX (215) 627-7734

Attorneys for Movant

Date: 1/36//8

Robert Neil Braverman, Esquire

Attorney for Debtor

Date: 29/18

William C. Miller

Chapter 13 Trustee

*without prejudice &

trustee rights or remedies

Approved and SO ORDERED by the Court this 15th day of February , 2018. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge

Magdeline D. Coleman

Magdelin D. Colem